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Terminal Disclaimer
8/20/02

PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Docket No: Q61127

YAMAGISHI, HISASHI, et al.

Appln. No. 09/764,139

Group Art Unit: 3711

Confirmation No.: 9352

Examiner: Alvin A. HUNTER

Filed: January 19, 2001

For: MULTI-PIECE SOLID GOLF BALL

SUBMISSION OF TERMINAL DISCLAIMER

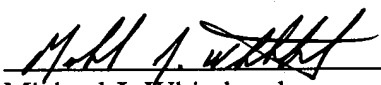
Commissioner for Patents
Washington, D.C. 20231

Sir:

Submitted herewith is a Terminal Disclaimer in the above-identified application. A check in the amount of \$110.00 is attached. The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account. A duplicate copy of this Submission is attached.

Respectfully submitted,

SUGHRUE MION, PLLC
2100 Pennsylvania Avenue, N.W.
Washington, D.C. 20037-3213
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Michael J. Whitehead
Registration No. 48,071

Date: July 25, 2002

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PATENT APPLICATION
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TERMINAL DISCLAIMER

Commissioner for Patents
Washington, D.C. 20231

Sir:

The undersigned, on behalf of the petitioner, BRIDGESTONE SPORTS CO., LTD., represents that the petitioner, BRIDGESTONE SPORTS CO., LTD. is the owner of the entire right, title and interest of U.S. Application No. 09/511,898 (our ref.: Q58044), filed on February 23, 2000 for MULTI-PIECE SOLID GOLF BALL by virtue of an Assignment from all of the inventors thereof executed on February 7, 2000, recorded on February 23, 2000 at Reel 010635, Frame 0112, as well as the entire right, title and interest in the above-captioned U.S. Application No. 09/764,139 by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998, at Reel 9540, Frame 0633.

Petitioner hereby certifies that the above-mentioned Assignments have been reviewed and to the best of petitioner's knowledge and belief, title is in petitioner who is seeking to take this action.

Petitioner hereby disclaims the terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,139 which would extend beyond the expiration of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/511,898, and hereby agrees that any patent so granted on the above-captioned U.S. Application No. 09/764,139 shall be enforceable only for and during such period

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that the legal title to any patent issuing from U.S. Application No. 09/511,898 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No.

09/764,139, this agreement to run with any patent granted on the above-captioned U.S.

Application No. 09/764,139 and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,139 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/511,898 in the event that any patent issuing from U.S. Application No. 09/511,898 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a Reexamination Certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The undersigned, on behalf of the petitioner, BRIDGESTONE SPORTS CO., LTD., represents that the petitioner, BRIDGESTONE SPORTS CO., LTD. is the owner of the entire right, title and interest of U.S. Application No. 09/764,307 (our ref.: Q61128), filed on January 19, 2001 for MULTI-PIECE SOLID GOLF BALL by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998 at Reel 9540, Frame 0633, as well as the entire right, title and interest in the above-captioned U.S. Application No. 09/764,139 by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998, at Reel 9540, Frame 0633.

Petitioner hereby certifies that the above-mentioned Assignments have been reviewed and to the best of petitioner's knowledge and belief, title is in petitioner who is seeking to take this action.

Petitioner hereby disclaims the terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,139 which would extend beyond the expiration of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/764,307, and hereby agrees that any patent so granted on the above-

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captioned U.S. Application No. 09/764,139 shall be enforceable only for and during such period that the legal title to any patent issuing from U.S. Application No. 09/764,307 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No. 09/764,139, this agreement to run with any patent granted on the above-captioned U.S. Application No. 09/764,139 and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,139 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/764,307 in the event that any patent issuing from U.S. Application No. 09/764,307 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a Reexamination Certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The undersigned, on behalf of the petitioner, BRIDGESTONE SPORTS CO., LTD., represents that the petitioner, BRIDGESTONE SPORTS CO., LTD. is the owner of the entire right, title and interest of U.S. Application No. 09/764,316 (our ref.: Q61126), filed on January 19, 2001 for MULTI-PIECE SOLID GOLF BALL by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998 at Reel 9540, Frame 0633, as well as the entire right, title and interest in the above-captioned U.S. Application No. 09/764,139 by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998, at Reel 9540, Frame 0633.

Petitioner hereby certifies that the above-mentioned Assignments have been reviewed and to the best of petitioner's knowledge and belief, title is in petitioner who is seeking to take this action.

Petitioner hereby disclaims the terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,139 which would extend beyond the expiration of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S.

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Application No. 09/764,316, and hereby agrees that any patent so granted on the above-captioned U.S. Application No. 09/764,139 shall be enforceable only for and during such period that the legal title to any patent issuing from U.S. Application No. 09/764, 316 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No. 09/764,139, this agreement to run with any patent granted on the above-captioned U.S. Application No. 09/764,139 and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,139 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/764, 316 in the event that any patent issuing from U.S. Application No. 09/764, 316 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a Reexamination Certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The undersigned, on behalf of the petitioner, BRIDGESTONE SPORTS CO., LTD., represents that the petitioner, BRIDGESTONE SPORTS CO., LTD. is the owner of the entire right, title and interest of U.S. Application No. 09/129,883 (our ref.: Q46699), filed on August 6, 1998 for MULTI-PIECE SOLID GOLF BALL by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998 at Reel 9540, Frame 0633, as well as the entire right, title and interest in the above-captioned U.S. Application No. 09/764,139 by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998, at Reel 9540, Frame 0633.

Petitioner hereby certifies that the above-mentioned Assignments have been reviewed and to the best of petitioner's knowledge and belief, title is in petitioner who is seeking to take this action.

Petitioner hereby disclaims the terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,139 which would extend beyond the expiration of the full

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statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/129,883, and hereby agrees that any patent so granted on the above-captioned U.S. Application No. 09/764,139 shall be enforceable only for and during such period that the legal title to any patent issuing from U.S. Application No. 09/129,883 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No. 09/764,139, this agreement to run with any patent granted on the above-captioned U.S. Application No. 09/764,139 and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,139 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/129,883 in the event that any patent issuing from U.S. Application No. 09/129,883 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a Reexamination Certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

✓ The undersigned whose signature and title appear below is empowered to act on behalf of petitioner.

Respectfully submitted,

SUGHRUE MION, PLLC
2100 Pennsylvania Avenue, N.W.
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Michael J. Whitehead
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Date: July 25, 2002